

**REMARKS**

Claims 1-24 are pending. By this Amendment, the specification has been amended to correct and/or clarify incorrect terminology and incorrect reference numerals therein. By this Amendment, the Figs. 1, 2A, 2B, 4A, 4B and 4C (sheets 1/6, 2/6, 4/6, 5/6 and 6/6) have been amended to correct and/or clarify incorrect reference numerals therein and make the drawings consistent with the changes made to the specification. Claims 1-24 have been amended and claims 25-27 canceled. No new matter is involved.

The Specification is objected to because, on page 7, line 2, "whilst" is misspelled. Applicants respectfully traverse this objection because "whilst" is a commonly used word, found in any conventional dictionary, which means "while."

The Abstract is objected to because "said" is alleged to be improper legal language. General guidance of examples of what language to avoid is also included in the objection. Applicants have re-written the Abstract, which now does not contain the word "said" nor any of the language which the Office Action indicates should not be used. Accordingly, Applicants respectfully traverse the objection.

The drawings are objected to because they do not show the feature "a ballistic panel . . . of the frame" which is recited in claim 13. This objection is respectfully traversed. Claim 13 has been amended and no longer recites this feature. Nor do any of the other claims.

The Office Action rejects claims 9 and 20 under 35 USC 112, first paragraph. These rejections are respectfully traversed.

In the first place, claims 9 and 20 are originally filed claims and, as such are part of the original disclosure. As such, they fully comply with the written description requirement of 35 USC §112, first paragraph.

It is well settled that the claims as filed are part of the specification, and may provide or contribute to compliance with Section 112. See Northern Telecom, Inc. v. Datapoint

Corp. , 908 F.2d 931, 938, 15 USPQ2d 1321, 1326 (Fed. Cir. 1990) (the original claims are part of the patent specification); In re Benno, 768 F.2d 1340, 1346, 226 USPQ 683, 686-87 (Fed. Cir. 1985); In re Frey, 166 F.2d 572, 575, 77 USPQ 116, 119 (CCPA 1948), cited in Hyatt v. Boone, 47 USPQ2d 1128, 1130 (Fed. Cir. 1998).

Moreover, claims 9 and 20 have been amended and no longer recite the featured in issue.

The Office Action rejects claims 1-22 and 26 under 35 USC §112, second paragraph as indefinite. This rejection is respectfully traversed.

The specific claims in issue, claims 1, 3, 6, 7 and 26 have been amended, and no longer contain the language objected to. Accordingly, the rejection should be withdrawn.

For the aforementioned reasons, Applicants respectfully requests withdrawal of the aforementioned objections and rejections under 35 USC 112, first and second paragraphs.

The Office Action rejects claims 1-3, 5, 7, 8, 12, 13, 16-20, 22-25 and 27 under 35 USC 102(b) as anticipated by U.S. patent 4,625,659 to Saelzer. This rejection is respectfully traversed.

The Office Action alleges, for example, that Saelzer provides support members 24 engageable by fixing members FF. Applicant respectfully disagrees with this assertion because spacer members 24, as well as elements FF refer to the structure of the same frame, i.e., the second frame 4. Independent claims 1 and 19 recite that the support members of the second frame are engageable with the fixing members of the first frame. This is not true in Saelzer because his spacer members 24 and elements FF are contained in the same frame, i.e., frame 4.

Accordingly, Saelzer does not anticipate the subject matter of claims 1 and 20. Moreover, because claims 2-19 depend from claim 1 and claims 21-24 depend from claim 20, all pending claims are not anticipated by Saelzer.

The Office Action rejects claims 1 and 6 under 35 USC 102(b) as anticipated by U.S. patent 5,653,073 to Palmer. This rejection is respectfully traversed.

In Palmer, the fenestration and insulating construction includes an exterior member 26, frame members 12, 14, interior stop member 30 and interior frame members 25, 25A. Two separated window panes 48, 50 are sealed from the exterior member and from the stop member 30 by a common membrane 44 to provide an insulating glass construction which eliminates the separate insulating glass unit.

Claims 1 and 20 recite that at least some of the fixing members are provided with a securing means for securing position of the second frame within the first frame. The Office Action asserts that this securing means is "locking member (LM)."

However, locking member LM does not secure the position of the second frame within the first frame, as LM is below both the first and second frames.

Accordingly, Palmer does not anticipate the claimed invention.

The Office Action rejects claims 1, 4, 6, 9, 10, 21, 23, 24 and 26 under 35 USC §102(b) as anticipated by U.S. patent 6,088,978 to Satterwhite. This rejection is respectfully traversed.

Satterwhite does not disclose a reinforced window system for installation in an opening in a wall. Satterwhite is designed to fit in a roof, not an opening in a wall. Satterwhite also does not disclose first and second frames, the latter removably installable in the former, with fixing members distributed on an inside perimeter of the first frame. There is no clear inside perimeter of what the Office Action characterizes as the first frame (20), nor are there plural support members on the outside perimeter of what the Office Action characterizes as the second frame 48 (which has nothing outside of it).

Accordingly, Satterwhite does not anticipate claims 1, 4, 6, 9, 10, 21, 23, 24 and 26, and the rejection is improper and should be withdrawn.

The Office Action rejects claims 1 and 14 under 35 USC §102(e) as anticipated by Richardson. This rejection is respectfully traversed.

Richardson is directed to glazed roof construction, not to a reinforced window system for installation in an opening in a wall. Richardson's alleged outside frame 42 does not have the fixing members distributed on its inside perimeter nor does removable frame 90 have the plural support members distributed on an outside perimeter thereof, or the recited engagement features of the fixing members and support members

Accordingly, Richardson does not anticipate claims 1 or 14, which depend from claim 1.

The Office Action rejects claims 1, 10 and 11 under 35 USC §102(e) as anticipated by U.S. Patent 6,260,251 to Guhl. This rejection is respectfully traversed.

Guhl discloses a manufacturing process of a unitary profile window construction which has external frame portion 34 and sash portion 36. The structure is extruded as an integral structure which is cut to divide between the frame portion and the sash portion, the sash portion being connected to the frame by an operator arm 49 providing a hinged connection.

Guhl's frame 109 is alleged to have a plurality of fixing members 113. However, 113 is a single operator and is not a plurality of fixing members disposed on an inner perimeter of frame 109. Nor does Guhl disclose that the inner frame 103 has a plurality of support members around its outer periphery for engagement with the fixing members. Moreover, elements 106, 108 are not provided on an inner perimeter of inner frame 103.

Accordingly, Guhl does not anticipate claims 1, 10 and 11.

For the aforementioned reasons, Applicants respectfully submit that claims 1-24 patentably define over the applied references, and that claims 1-24 fully comply with the provisions of 35 USC §112, first and second paragraphs, and that claims 1-24 are allowable.

Should the Examiner believe that anything further is needed to place this application in even better condition for allowance, the Examiner is invited to contact Applicant's undersigned representative at the telephone number listed below.

Respectfully submitted,



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Attachments:

Substitute Abstract  
Sheets 1/6, 2/6, 4/6, 5/6 and 6/6

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